

STATE OF KANSAS) ss  
SHAWNEE COUNTY) ss  
RECORDED FOR RECORD

AUG 23 2 31 PM '85

REGISTER OF DEEDS  
SHAWNEE COUNTY, KANSAS

*Amend*  
AMENDMENT NO. 12 TO THE

DECLARATION OF CONDOMINIUM OF

PHEASANT RUN BUILDINGS 1,2,3,4,5,6,7,8,9  
10,11,12,13,14,15,16,17,18,19,31,30,29  
AND BY EXPANDING TO INCLUDE  
BUILDING 20 AND BUILDING 21  
A CONDOMINIUM IN TOPEKA, SHAWNEE COUNTY, KANSAS

*Amend to  
Amend to*

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM is  
made this 23<sup>rd</sup> day of August, 1985, by PHEASANT  
RUN COMPANY, a General Partnership, hereinafter referred  
to as the "Developer".

WITNESSETH:

WHEREAS, the Developer has previously executed a Declaration  
of Condominium for Pheasant Run Buildings 1,2,3,4,5,6, and  
7, a Condominium in Topeka, Shawnee County, Kansas. That  
said Declaration, together with its exhibits, was recorded  
in the Register of Deeds of Shawnee County, Kansas, in Book  
5, Page 94-176, on the 16th day of May, 1979.

WHEREAS, the Developer previously executed Amendment  
No. 1 to the Declaration of Condominium for Pheasant Run  
Buildings 1,2,3,4,5,6 and 7 which is recorded in Book 6 at  
Page 151-154 in the Register of Deeds of Shawnee County,  
Kansas.

WHEREAS, the Developer previously executed Amendment  
No. 2 to the Declaration of Condominium for Pheasant Run  
Buildings 1,2,3,4,5,6 and 7 which is recorded in Book 7 at  
Page 219-222 in the Register of Deeds of Shawnee County,  
Kansas.

WHEREAS, the Developer previously executed Amendment  
No. 3 to the Declaration of Condominium for Pheasant Run  
Buildings 1,2,3,4,5,6 and 7 by expanding to include Buildings  
8,9,10,11,12,13,14,15 and 16, together with Exhibits, which  
was recorded in Book 8 Page 155-229 in the Register of Deeds  
of Shawnee County, Kansas, on the 21st day of February, 1980.

WHEREAS, the Developer previously executed Amendment No. 4 to the Declaration of Condominium for Pheasant Run Buildings 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15 and 16 which is recorded in Book 8 at Page 230-233 in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 5 to the Declaration of Condominium for Pheasant Run Buildings 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15 and 16 which is recorded in Book 9 Page 208-211 in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 6 to the Declaration of Condominium for Pheasant Run Buildings 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15 and 16 which is recorded in Book 13 at Page 1-11 in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 7 to the Declaration of Condominium for Pheasant Run Buildings 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16 and 17 which is recorded in Book 19 at Page 212-233 in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 8 to the Declaration of Condominium for Pheasant Run Buildings 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17 and 30 which is recorded in Book 21 at Pages 367-384 in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 9 to the Declaration of Condominium for Pheasant Run Buildings 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19, and 30 which is recorded in Book 21 at Pages 396-434 in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 10 to the Declaration of Condominium for Pheasant Run

Buildings 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,30,31, and 29 which is recorded in Book 23 at Pages 228-265 in the office of the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 11 to the Declaration of Condominium for Pheasant Run Buildings 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,30,31,29,27, and 26 which is recorded in Book 26 at Pages 27-71 and Pages 233-234 in the office of the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the original Declaration of Condominium, pursuant to K.S.A. 58-3111 and K.S.A. 58-3115(b) reserved in Article V thereof, beginning at Page 20 thereof, the right to further expand the Condominium by subsequent amendment by adding certain described real estate which was set forth in the original Declaration and the Developer has, by Amendment No. 7, expanded said Declaration of Condominium to include the real estate described in the original Declaration of Condominium at Section 5.2(b), being the land with which this Amendment is concerned.

WHEREAS, in addition to the reservation to expand the Condominium, the original Declaration of Condominium for Pheasant Run Buildings 1,2,3,4,5,6 and 7 also reserved, at Section 5.3 on Page 22, the right to reallocate interests in the common area pursuant to later expansions of the Condominium Declaration. In addition, at Section 5.9 on Page 24 of the Declaration, there was a reservation permitting the Developer to add additional common areas and limited common areas as the expansions occurred.

WHEREAS, the Amendment No. 7, described above, the Declarant at Section 3 of said Amendment reserved the right to convert portions of the common area initially described as a part of the property added to the Condominium at Section 2 of said Amendment to apartment units and/or limited common areas

and in Section 3 to diminish or alter common area percentages.

NOW, THEREFORE, the Developer makes the following Amendment to its Declaration of Condominium heretofore filed herein with this Amendment being made in accordance with the provisions of the Kansas Apartment Ownership Act.

1. That pursuant to the Kansas Apartment Ownership Act, the Developer, PHEASANT RUN COMPANY, a General Partnership, hereby makes the following Amendments to the Declaration of Condominium and previous Amendments as to the real property hereinafter described and, further, reserves to itself additional rights, as hereinafter stated.

2. That the following described portion of the real property previously described at Section 2 of Amendment No. 7 and shown in Condominium Book 19 at Page 214 in the Register of Deeds of Shawnee County, Kansas, is hereby converted from common area to private ownership and limited common areas for Building No. 20:

a. See Exhibit A attached.

for Building No. 21:

b. See Exhibit B attached.

c. A graphic survey of the above description for Building 20 is attached as Exhibit "C". A graphic survey of the above description for Building 21 is attached as Exhibit "D". Said conversion from common area to private ownership and limited common area was provided for in Section 3 of Amendment 7 and appears in Book 19 at Page 215 in the Register of Deeds of Shawnee County, Kansas.

3. ACTUAL LOCATION OF BUILDING 20 OF PROJECT.

The Developer will construct upon the land, hereinbefore described in Paragraph 2a as expanded Condominium property and graphically displayed in Book 19, at Page 231, of the Condominium records in the office of the Register of Deeds of Shawnee County, Kansas, certain improvements consisting of one (1) building housing two apartment units, together with

adjoining garages, patios and driveways as limited common area. The remainder of the land previously made a part of this expanded condominium project will remain common area except that portion originally designated for buildings and limited common area for carports, garages, and driveways for certain buildings by prior amendments.

3.1 ACTUAL LOCATION OF BUILDING 21 OF PROJECT.

The Developer will construct upon the land, hereinbefore described in Paragraph 2b as expanded Condominium property and graphically displayed in Book 19, at Page 231, of the Condominium records in the office of the Register of Deeds of Shawnee County, Kansas, certain improvements consisting of one (1) building housing two apartment units, together with adjoining garages, patios and driveways as limited common area. The remainder of the land previously made a part of this expanded condominium project will remain common area except that portion originally designated for buildings, and limited common area for carports, garages, and driveways for certain buildings by prior amendments.

3.2 RESERVATION.

The Developer expressly reserves the right to construct up to a maximum of 10 additional units upon all or any portion of the remaining land added to the Condominium by the expansion pursuant to Amendment 7 along with conversion of additional common area to limited areas for carports, garages, patios, driveways and decks to serve such additional units. Provided, that each of the buildings which may be hereafter constructed shall contain a maximum of four apartment units.

To the extent that additional units, garages or carports are constructed, the Developer shall be permitted to convert such amount of the land of that expansion from common area to apartment units or limited common areas as the case may

be. In addition, the Developer reserves the right to diminish existing common area ownership percentages of all existing apartment units, including those established for Buildings 20 and 21 units by this Amendment, by the number of additional apartment units which may be constructed by the Developer in additional buildings on the land added to the condominium project by that Amendment 7. The location of each of the buildings to be constructed in this expanded Condominium property will be established by the consulting engineers for the Developer and the location of Building 20 and Building 21 provided for by this Amendment is graphically shown by certified plat of survey as follows:

(1) Building No. 20, also known as Building Site No. 20, the plat and location of which is shown in Exhibit "C", attached hereto and incorporated herein by reference, as if set out in full herein.

(2) Building No. 21, also known as Building Site No. 21, the plat and location of which is shown in Exhibit "D", attached hereto and incorporated herein by reference, as if set out in full herein.

4. INTENTION OF DEVELOPMENT OF CONDOMINIUM.

The expanded Condominium project reflected in this Amendment is to be known as the PHEASANT RUN CONDOMINIUMS and will consist of the original phase, previously declared as Condominiums of seven (7) buildings, and the expanded phases of Condominiums consisting of twenty-seven (27) buildings for an overall total of ninety-two (92) living units after this Amendment. Each of the units in the original Declaration of Condominium and each of the units in all of the expansions shall be considered separate Condominiums.

All of the apartment units in Buildings 20 and 21 shall, pursuant to the requirements of Kansas law, have direct access for purposes of ingress and egress to the common area of private streets and ways as established in the original Declaration of Condominium. Such irrevocable access shall include access

for the purpose of ingress and egress to Southwest Westport Drive and Southwest 22nd Terrace, both dedicated to the City of Topeka, Kansas, as provided for in Amendment 7, Condominium Book 19, at Page 217 in the Register of Deeds, Shawnee County, Kansas.

5. ADDITIONAL PROVISIONS TO ORIGINAL DECLARATION.

The additional amending language set out in Paragraph 5, Amendment No. 8, Condominium Book 21 at Page 371-3 is expressly incorporated herein and affirmed as applying to the same extent to Buildings 20 and 21 of this Amendment.

The garages and driveways serving the two units in Building 20, 5839 S.W. 22nd Terrace, Topeka, are located upon the land as graphically depicted in Exhibit "E" attached hereto and incorporated herein by reference. The garages and driveways serving the two units in Building 21, 5843 S.W. 22nd Terrace, Topeka, are located upon the land as graphically depicted in Exhibit "F" attached hereto and incorporated herein by reference. Such garages and driveways will be considered as limited common areas, the use of which shall be assigned to the respective apartment units they adjoin upon the same terms as the Declaration as amended otherwise provides for limited common areas.

6. CARPORTS.

There shall be no carports designated or constructed for Buildings 20 and 21.

7. STRUCTURAL DESCRIPTION OF PHEASANT RUN CONDOMINIUM BUILDING 20.

The following is intended as a general structural description of Building 20 provided for by this Amendment:

(a) Pheasant Run Condominium Building No. 20, otherwise known as 5839 S.W. 22nd Terrace and shown graphically on Exhibit "C" shall consist of two apartment units, when completed, each consisting of two bedrooms, two baths, a living room, patio, garage and driveway. The layout is more specifically described in the floor plan affidavit of Bartlett & West Engineers, Inc., attached hereto and marked as Exhibit "G", all as required by K.S.A. 58-3113. Both units in

this building will have basements and the layout of such basements are included as a part of Exhibit "G".

(b) The following shall be the street address and unit number of each of the apartments of the total of two (2) units making up this Amendment:

1. Building No. 20, more specifically known as 5839 Southwest 22nd Terrace

Unit 1 - 5839 Southwest 22nd Terrace No. 1

Unit 2 - 5839 Southwest 22nd Terrace No. 2

(c) Respective Floor Plans of Apartment Units

Pursuant to the requirements of K.S.A. 58-3111 and K.S.A. 58-3113, the Developer has filed with the Register of Deeds of Shawnee County, Kansas, simultaneous with the recording of this Amendment Expanding the Original Floor Plans for new Pheasant Run Building No. 20. Those floor plans were prepared by Bartlett & West Engineers, Inc., for the Developer and, generally, depict the layout, location apartment numbers and the dimensions of each of the apartment's location in the building. In addition, in accordance with the requirements of K.S.A. 58-3113, there is a certificate from such licensed professional engineer certifying that the recorded floor plans are accurate copies of portions of the building, as filed with and approved by the Topeka Building Inspector's Office who has the jurisdiction and control over the issuances of building permits for the construction of buildings within the city limits of the City of Topeka, Shawnee County, Kansas.

8. STRUCTURAL DESCRIPTION OF PHEASANT RUN CONDOMINIUM BUILDING 21.

The following is intended as a general structural description of Building 21 provided for by this Amendment:

(a) Pheasant Run Condominium Building No. 21, otherwise known as 5843 S.W. 22nd Terrace and shown graphically on Exhibit "D" shall consist of two apartment units, when completed, each consisting of two bedrooms, two baths, a living room, patio, garage and driveway. The layout is more specifically described in the floor plan affidavit of Bartlett & West Engineers, Inc., attached hereto and marked as Exhibit "H", all as required by K.S.A. 58-3113. Both units in this building will have basements and the layout of such basements are included as a part of Exhibit "H".

(b) The following shall be the street address and unit number of each of the apartments of the total of two (2) units making up this Amendment:

1. Building No. 21, more specifically known as 5843 Southwest 22nd Terrace

Unit 1 - 5843 Southwest 22nd Terrace No.  
1

Unit 2 - 5843 Southwest 22nd Terrace No.  
2

(c) Respective Floor Plans of Apartment Units

Pursuant to the requirements of K.S.A. 58-3111 and K.S.A. 58-3113, the Developer has filed with the Register of Deeds of Shawnee County, Kansas, simultaneous with the recording of this Amendment Expanding the original Floor Plans for Pheasant Run Building No. 21. Those floor plans were prepared by Bartlett & West Engineers, Inc., for the Developer and, generally, depict the layout, location, apartment numbers and the dimensions of each of the apartment's location in the building. In addition, in accordance with the requirements of K.S.A. 58-3113, there is a certificate from such licensed professional engineer certifying that the recorded floor plans are accurate copies of portions of the building, as filed with and approved by the Topeka Building Inspector's Office who has the jurisdiction and control over the issuances of building permits for the construction of buildings within the city limits of the City of Topeka, Shawnee County, Kansas.

9. GENERAL DESCRIPTION OF THE STREET LOCATIONS OF THE APARTMENT UNITS AND THE APPROXIMATE AREA AND NUMBER OF ROOMS OF EACH APARTMENT UNIT.

9.1 PHEASANT RUN BUILDING 20 APARTMENT UNIT 1

ADDRESS: 5839 Southwest 22nd Terrace No. 1,  
Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the ground floor on the left side as observed while facing the front of the building in which it is located. This apartment unit is a two bedroom unit with two baths, a basement and a garage;

APPROXIMATE AREA IN SQUARE FEET: 1,048 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

Living Room	234 square feet
Dining Room	90 square feet
Kitchen	96 square feet
Master Bedroom	168 square feet
Bedroom No. 2	114 square feet
No. of baths	2 baths
Basement	426 square feet

9.2 PHEASANT RUN BUILDING 20 APARTMENT UNIT 2

ADDRESS: 5839 Southwest 22nd Terrace No. 2,  
Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the ground floor on the right side as observed while facing the front of the building in which it is located. This apartment unit is a two-bedroom unit with 2 baths, basement, patio and garage;

APPROXIMATE AREA IN SQUARE FEET: 1,236 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

Living Room & Dining Room	456 square feet
Kitchen	192 square feet
Master Bedroom	188 square feet
No. of baths	2 baths
Bedroom No. 2	144 square feet
Garage	462 square feet

9.3 PHEASANT RUN BUILDING 21 APARTMENT UNIT 1

ADDRESS: 5843 S.W. 22nd Terrace No. 1,  
Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the ground floor on the left side as observed while facing the front of the building in which it is located. This apartment unit is a two bedroom unit with two baths, a basement and a garage;

APPROXIMATE AREA IN SQUARE FEET: 1,188 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

Living Room & Dining Room	408 square feet
Kitchen	192 square feet
Master Bedroom	188 square feet
Bedroom No. 2	144 square feet
No. of baths	2 baths
Garage	510 square feet

9.4 PHEASANT RUN BUILDING 21 APARTMENT UNIT 2

ADDRESS: 5843 S.W. 22nd Terrace No. 2,  
Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the ground floor on the right side as observed while facing the front of the building in which it is located. This apartment unit is a two-bedroom unit with 2 baths, basement, patio and garage;

APPROXIMATE AREA IN SQUARE FEET: 1,048 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

Living Room	234 square feet
Dining Room	90 square feet
Kitchen	96 square feet
Master Bedroom	168 square feet

No. of baths	2 baths
Bedroom No. 2	114 square feet
Basement	426 square feet

10. BOUNDARY OF APARTMENT UNITS DESCRIBED FOR OWNERSHIP PURPOSES.

The boundary of each apartment unit, as hereinbefore described, for ownership purposes, shall be the same as the description of the boundaries each apartment unit as set forth in the original Declaration of Condominium for Pheasant Run Condominiums Buildings 1,2,3,4,5,6, and 7 in Section 4 of that original Declaration more specifically to be found and located in Book 5 commencing at Page 117 of the Condominium records in the office of the Register of Deeds of Shawnee County, Kansas. All of the provisions therein contained relating to the original apartment units in the Declaration of Condominium will apply identically to the respective condominium units herein created by this Amendment of Expanded Condominiums.

11. REALLOCATION AND ALTERATION OF INTERESTS IN COMMON AS A RESULT OF THIS AMENDMENT ADDING UNITS TO CONDOMINIUM.

Pursuant to the provisions of Section 5.3 and 5.4 of the original Declaration of Condominium, the Developer reserved its right to alter and modify the respective interests in the common areas of the original apartment units established in the original Declaration of Condominium and to also provide for the allocation of respective interests in common areas by the apartment units added by any subsequent expansion of the Declaration of Condominium.

12. DESCRIPTION AND DECLARATION OF COMMON AREAS AND FACILITIES AND PROVISIONS RELATING THERETO.

The common areas and facilities in which each of the apartment owners of this Amendment of Condominium shall have an undivided interest in the amount, hereinafter set out, shall consist of all of the property, except the units owned by the individual apartment owners as such property is described in Exhibits A & B attached hereto, and paragraph 9 hereof.

Further, that such common areas and facilities will include the land of the Expanded Condominium described in Amendment 7 at Condominium Book 19 at Page 214 in the Register of Deeds, Shawnee County, Kansas, as shown on such Exhibit, as well as all central utility facilities including primary utility lines serving the building contained within the Condominium. Further, the common areas and facilities shall include the exterior and perimeter walls of each of the buildings and the units located therein internally to the exterior face of the wallboards within each apartment unit. Further, such common areas and facilities shall include all exterior hallways, stairways, porches, steps, walkways, parking areas, including plantings and landscaping, grass and private streets and ways, and any and all other portions of real or personal property not herein specifically described contained within the limits of that property hereto except that portion previously declared as individual unit property and subject to the ownership by apartment unit owners. Provided, such common area boundaries shall not include patios, garages and driveways serving the units of Buildings 20 and 21 which are herein designated as limited common areas. All structural components, including beams, trusses, joists, studs, roof services, shingles, flues and other structural components shall be considered as common areas and facilities. Further, the common areas and facilities shall include all easements herein granted for private ways and roads and easements given to public utility companies pursuant to this Amendment of Expanded Declaration of Condominium and any such easements that may later be abandoned or reconveyed.

13. CONVEYANCE OF COMMON AREAS AND FACILITIES.

The Developer will, simultaneous with this filing offer for sale the condominium apartment units created by this Amendment converting previous common area as construction

on the units is completed. That all such conveyances, when made by the Developer, shall be subject to the provisions of the original Declaration of Condominium, as hereinabove referred to, all previous Amendments and this Amendment converting previous common area. That along with each conveyance of a condominium apartment unit, the Developer will convey a patio, garage and driveway serving it, as limited common area appurtenant to the unit and an undivided interest in the common areas and facilities originally declared in the Declaration of Condominium and additional common areas and facilities as established by all Amendments expanding the original Condominium Declaration as that percentage interest is determined and established for each apartment unit in Paragraph 14 hereof. Each apartment unit owner's undivided interest in the common areas shall be subject to the mutual and reciprocal easements of use of such common areas and facilities by all of the apartment owners of the units declared in all Amendments expanding the original Declaration of Condominium, as well as all of the other apartment owners of the original Buildings 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,31,30, 29,28,27,26,20 and 21 of the Declaration of Condominium and the Expanded Condominium previously filed. Further, such undivided interests and their use and enjoyment by the individual apartment unit owners shall be subject to the management, operation, maintenance, rules and regulations pertaining to the common areas and facilities by the Pheasant Run Condominium Homeowners Association, Inc., as originally set out in the Declaration of Condominium hereinabove referred to.

The Developer has previously established additional facilities on the original land contained in the Declaration of Condominium and each member of the Pheasant Run Condominium Homeowners Association, which shall include all of the owners

of apartment units in this Amendment, shall have the right to the use and enjoyment of these specific common areas and the facilities constructed thereon and that easement of enjoyment and their individual undivided interest in said common areas shall be apurtenant to and pass with the title of each of these condominium units in this expanded condominium to the same full degree and extent as the original apartment unit owners were thereby entitled, pursuant to the provisions of the original Declaration of Condominium and Expanded Condominium document. Each apartment unit established by this Amendment, together with its owner, their families, visitors, guests, and successors in interest shall have the right to the use of such common areas and facilities, including the pool, concrete deck, tennis courts and cabana clubhouse, to the same extent as the original unit owners in the Condominium and owners in the Expanded Condominium.

14. PERCENTAGE INTEREST OF APARTMENT UNIT OWNERS IN COMMON AREAS AND FACILITIES.

The percentage undivided interest, which the individual owners of the apartment units within the original Declaration of Condominium, earlier expansions, and those apartment units within this Expanded Condominium will have in the common areas and facilities, shall be as follows:

<u>UNIT DESCRIPTION</u>	<u>PAR VALUE</u>	<u>PERCENTAGE INTEREST</u>
Building No. 1, 5849 S.W. 22nd Terrace		
Unit 1	1.08	1.08
Unit 2	1.08	1.08
Unit 3	1.08	1.08
Unit 4	1.08	1.08
Building No. 2, 5851 S.W. 22nd Terrace		
Unit 1	1.08	1.08
Unit 2	1.08	1.08
Unit 3	1.08	1.08
Unit 4	1.08	1.08

<u>UNIT DESCRIPTION</u>	<u>PAR VALUE</u>	<u>PERCENTAGE INTEREST</u>
Building No. 3, 5855 S.W. 22nd Terrace		
Unit 1	1.08	1.08
Unit 2	1.08	1.08
Unit 3	1.08	1.08
Unit 4	1.08	1.08
Building No. 4, 5859 S.W. 22nd Terrace		
Unit 1	1.08	1.08
Unit 2	1.08	1.08
Unit 3	1.08	1.08
Unit 4	1.08	1.08
Building No. 5, 5853 S.W. 22nd Terrace		
Unit 1	1.08	1.08
Unit 2	1.08	1.08
Unit 3	1.08	1.08
Unit 4	1.08	1.08
Building No. 6, 5857 S.W. 22nd Terrace		
Unit 1	1.08	1.08
Unit 2	1.08	1.08
Unit 3	1.08	1.08
Unit 4	1.08	1.08
Building No. 7, 5861 S.W. 22nd Terrace		
Unit 1	1.08	1.08
Unit 2	1.08	1.08
Unit 3	1.08	1.08
Unit 4	1.08	1.08
Building No. 8, 5805 S.W. 22nd Terrace		
Unit 1	1.08	1.08
Unit 2	1.08	1.08
Unit 3	1.08	1.08
Unit 4	1.08	1.08
Building No. 9, 5803 S.W. 22nd Terrace		
Unit 1	1.08	1.08
Unit 2	1.08	1.08
Unit 3	1.08	1.08
Unit 4	1.08	1.08

<u>UNIT DESCRIPTION</u>	<u>PAR VALUE</u>	<u>PERCENTAGE INTEREST</u>
Building No. 10, 5801 S.W. 22nd Terrace		
Unit 1	1.08	1.08
Unit 2	1.08	1.08
Unit 3	1.08	1.08
Unit 4	1.08	1.08
Building No. 11, 5807 S.W. 22nd Terrace		
Unit 1	1.08	1.08
Unit 2	1.08	1.08
Unit 3	1.08	1.08
Unit 4	1.08	1.08
Building No. 12, 5811 S.W. 22nd Terrace		
Unit 1	1.08	1.08
Unit 2	1.08	1.08
Unit 3	1.08	1.08
Unit 4	1.08	1.08
Building No. 13, 5815 S.W. 22nd Terrace		
Unit 1	1.08	1.08
Unit 2	1.08	1.08
Unit 3	1.08	1.08
Unit 4	1.08	1.08
Building No. 14, 5809 S.W. 22nd Terrace		
Unit 1	1.08	1.08
Unit 2	1.08	1.08
Unit 3	1.08	1.08
Unit 4	1.08	1.08
Building No. 15, 5813 S.W. 22nd Terrace		
Unit 1	1.08	1.08
Unit 2	1.08	1.08
Unit 3	1.08	1.08
Unit 4	1.08	1.08
Building No. 16, 5817 S.W. 22nd Terrace		
Unit 1	1.08	1.08
Unit 2	1.08	1.08
Unit 3	1.08	1.08
Unit 4	1.08	1.08

<u>UNIT DESCRIPTION</u>	<u>PAR VALUE</u>	<u>PERCENTAGE INTEREST</u>
Building No. 17, 5827 S.W. 22nd Terrace		
Unit 1	1.09	1.09
Unit 2	1.09	1.09
Unit 3	1.09	1.09
Unit 4	1.09	1.09
Building No. 18, 5829 S.W. 22nd Terrace		
Unit 1	1.09	1.09
Unit 2	1.09	1.09
Unit 3	1.09	1.09
Unit 4	1.09	1.09
Building No. 19, 5833 S.W. 22nd Terrace		
Unit 1	1.09	1.09
Unit 2	1.09	1.09
Unit 3	1.09	1.09
Unit 4	1.09	1.09
Building No. 31, (formerly Building 30) 5821 S.W. 22nd Terrace		
Unit 1	1.09	1.09
Unit 2	1.09	1.09
Building No. 30, 5823 S.W. 22nd Terrace		
Unit 1	1.09	1.09
Unit 2	1.09	1.09
Building No. 29, 5825 S.W. 22nd Terrace		
Unit 1	1.09	1.09
Unit 2	1.09	1.09
Building No. 28, 5831 S.W. 22nd Terrace		
Unit 1	1.09	1.09
Unit 2	1.09	1.09
Building No. 27, 5835 S.W. 22nd Terrace		
Unit 1	1.09	1.09
Unit 2	1.09	1.09
Building No. 26, 5837 S.W. 22nd Terrace		
Unit 1	1.09	1.09
Unit 2	1.09	1.09

<u>UNIT DESCRIPTION</u>	<u>PAR VALUE</u>	<u>PERCENTAGE INTEREST</u>
Building No. 20, 5839 S.W. 22nd Terrace		
Unit 1	1.09	1.09
Unit 2	1.09	1.09
Building No. 21, 5843 S.W. 22nd Terrace		
Unit 1	1.09	1.09
Unit 2	1.09	1.09

Pursuant to the requirements of K.S.A. 58-3106, each apartment unit owner shall have an undivided interest in the amount of the percentage set forth above in the common areas and facilities as a tenant in common with all other unit owners. Such interest in common areas and facilities shall be considered as a part of the ownership of the apartment unit and no interest in the common area facilities of an apartment unit can be, by deed, plat or otherwise, subdivided, separated, or divided into smaller units than those herein created except pursuant to the expandable provisions of Paragraph 5 and pursuant to Paragraph 17 of the original Declaration of Condominium, as hereinabove referred to.

15. MEMBERSHIP.

Each apartment unit owner, as established in the original Declaration of Condominium previous Amendments and as established by this Amendment, shall be entitled to membership in the Pheasant Run Homeowners Association, Inc. with a corresponding membership percentage in vote equal to the percentage set forth in Paragraph 14 of this Amendment. The terms and conditions of said membership and the exercise of voting privileges belonging to the apartment unit owners shall be prescribed by the By Laws of the Homeowners Association which were filed simultaneous with the original Declaration and attached as Exhibit "G" to that Declaration.

16. All of the provisions as set forth at paragraphs 8,9,9.1,9.2,9.3,9.4,9.5,9.6,9.7,9.8,9.9,10,10.1,11 and 11.1 in the original Declaration of Condominium for Pheasant Run

Buildings 1 through 17 and specifically recorded in the Register of Deeds of Shawnee County, Kansas, in Condominium Book No. 5, commencing at page 129 and continuing through page 139, are to apply to the apartment units created by this Expansion Amendment to the same extent, except that such provisions shall be modified to the extent necessary to include the additional units which are expanded as a result of this Amendment so that such provisions shall be speaking to the total 92 units created to date. The provisions of paragraph 14.9, 14.10, 14.11, 14.12, 14.13, 15, 16, 17, 18, 19, 20, 21, 21.1, 21.2, 21.3, 22, 23, 24, 25, 26, 27 and 28 shall apply equally to the apartment units created by this Amendment to the same full degree and extent as they apply to the original apartment units created in the Declaration of Condominium for Pheasant Run Buildings 1 through 7. Those particular paragraphs are found in the original Declaration of Condominium in the office of the Register of Deeds in Condominium Book No. 5 beginning with Page 147 and continuing through Page 156.

17. That all of the provisions contained in paragraphs 12, 12.1, 12.2, and 13 of the original Declaration of Condominium for Pheasant Run Buildings 1 through 7, and specifically to be found in the records of the Register of Deeds of Shawnee County, Kansas, in Condominium Book No. 5, commencing at Page 139 and continuing through page 142, are to apply equally to the apartment units created by this Expansion Amendment to the same full degree and extent as they applied to the original apartment units created by the Declaration of Condominium for Pheasant Run Buildings 1 through 7.

18. The provisions of paragraph 14, 14.1, 14.2, 14.3, 14.4, 14.5 and 14.6 shall apply to the apartment units created by this Amendment to the same degree and extent as they applied to the original apartment units created by the Declaration

of Condominium for Pheasant Run Buildings 1 through 7. Those paragraphs are specifically to be found in the office of the Register of Deeds of Shawnee County, Kansas, in Condominium Book No. 5, commencing at Page 142 and continuing through 145. The provisions of paragraph 14.7 found in Condominium Book No. 5 at Pages 145 and 146 are to apply, likewise, to the apartment units created by this Amendment, except that the percentage upon which the expenses will be assessed will be apportioned to all ninety-two (92) units in accordance with the percentage interest set forth in Paragraph 14 of this Amendment.

19. The provisions of paragraph 14.8 of the original Declaration of Condominium of Pheasant Run Buildings 1,2,3,4,5,6 and 7, a Condominium in Topeka, Shawnee County, Kansas, recorded in the office of the Register of Deeds of Shawnee County, Kansas, in Condominium Book No. 5, commencing at Page 94, Amendment No. 1 recorded in that same office in Condominium Book 7 at Page 219, not herein amended are expressly reaffirmed by the Developer.

20. Further, the Developer expressly reserves its right to further expand this Condominium by amendment by adding appropriate land as reserved and described in paragraph 5.2(c) of the original Declaration of Condominium and specifically recorded in Condominium Book No. 5 at Pages 120 and 121. In addition, the Developer expressly reserves the right to reallocate all existing interests in common areas and alter them as additional expansions may occur, all as set forth in Paragraphs 5.3,5.4, 5.5,5.6,5.7,5.8,5.9,5.10 and 5.11, specifically recorded in Condominium Book No. 5 at Pages 121-124 in the office of the Register of Deeds, Shawnee County, Kansas, together with any other appropriate paragraphs of the original Declaration. Further, the Developer, as stated earlier in this Amendment and in Amendment 7 to this Condominium reserves the right to

convert portions of land previously added to the condominium by Expansion Amendment 7, Condominium Book 19, Page 212 et seq., from common area to private ownership and/or limited common areas.

IN WITNESS WHEREOF, the Developer, through its lawfully authorized agent, has caused this Amendment No. 12 to the Declaration of Condominium of Pheasant Run Buildings 1,2,3,4,5,6,7 and the Expansion Amendment to include Buildings 8,9,10,11,12, 13,14,15,16,17,18,19,31,30,29,28,27 and 26 by hereby expanding said Condominium to include Pheasant Run Buildings 20 and 21 to be signed the day and year first above written.

DEVELOPER:

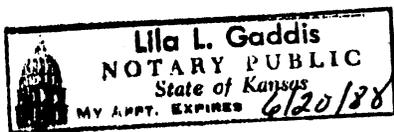
PHEASANT RUN COMPANY, a  
General Partnership

BY: *Benjamin F. Blair*  
BENJAMIN F. BLAIR

STATE OF KANSAS     )  
                                  ) SS:  
COUNTY OF SHAWNEE )

BE IT REMEMBERED, that on this 23<sup>rd</sup> day of August, 1985, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came BENJAMIN F. BLAIR, as General Partner of PHEASANT RUN COMPANY, a General Partnership, and said BENJAMIN F. BLAIR is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same, and that BENJAMIN F. BLAIR is personally known to me to be a partner of said partnership and executed the within instrument of writing in behalf of said partnership, and such person acknowledged the execution of the same to be the act and deed of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.



*Lila L. Gaddis*  
NOTARY PUBLIC

My Appointment Expires:

6/20/88

EXCEPTION NO. 20 (KNOWN AS 5839 S.W. 22nd TERRACE)

Commencing at said southwest corner of Lot 13; thence East on Az 87 degrees 58 minutes 55 seconds, 183.92 feet coincident with the South line of said Lot 13; thence on Az 357 degrees 58 minutes 55 seconds, 141.01 feet to the Point of Beginning; thence on Az 357 degrees 59 minutes 00 seconds, 85.00 feet; thence on Az 87 degrees 59 minutes 00 seconds, 57.95 feet; thence on Az 177 degrees 59 minutes 00 seconds, 42.44 feet; thence on Az 129 degrees 27 minutes 04 seconds, 2.87 feet; thence on Az 177 degrees 59 minutes 00 seconds, 3.20 feet; thence on Az 226 degrees 30 minutes 56 seconds, 2.87 feet; thence on Az 177 degrees 59 minutes 00 seconds, 8.50 feet; thence on Az 267 degrees 59 minutes 00 seconds, 12.50 feet; thence on Az 357 degrees 59 minutes 00 seconds, 3.65 feet; thence on Az 267 degrees 59 minutes 00 seconds, 3.50 feet; thence on Az 177 degrees 59 minutes 00 seconds, 30.70 feet; thence on Az 267 degrees 59 minutes 00 seconds, 22.00 feet; thence on Az 357 degrees 59 minutes 00 seconds, 40.90 feet; thence on Az 87 degrees 59 minutes 00 seconds, 13.95 feet; thence on Az 357 degrees 59 minutes 00 seconds, 15.05 feet; thence on Az 267 degrees 59 minutes 00 seconds, 21.95 feet; thence on Az 177 degrees 59 minutes 00 seconds, 55.96 feet; thence on Az 267 degrees 59 minutes 00 seconds, 11.95 feet to the Point of Beginning, containing 3,833 square feet, more or less.

(Az = Azimuth, measured clockwise from assumed North.)

EXCEPTION NO. 21 (KNOWN AS 5843 S.W. 22nd TERRACE)

Commencing at said southwest corner of Lot 13; thence East on Az 87 degrees 58 minutes 55 seconds, 114.27 feet coincident with the South line of said Lot 13; thence on Az 357 degrees 58 minutes 55 seconds, 173.13 feet to the Point of Beginning; thence on Az 358 degrees 05 minutes 00 seconds, 8.00 feet; thence on Az 313 degrees 05 minutes 00 seconds, 2.83 feet; thence on Az 358 degrees 05 minutes 00 seconds, 4.00 feet; thence on Az 43 degrees 05 minutes 00 seconds, 2.83 feet; thence on Az 358 degrees 05 minutes 00 seconds, 12.60 feet; thence on Az 268 degrees 05 minutes 00 seconds, 2.00 feet; thence on Az 358 degrees 05 minutes 00 seconds, 5.65 feet; thence on Az 88 degrees 05 minutes 00 seconds, 2.00 feet; thence on Az 358 degrees 05 minutes 00 seconds, 23.72 feet; thence on Az 88 degrees 05 minutes 00 seconds, 57.96 feet; thence on Az 178 degrees 05 minutes 00 seconds, 89.98 feet; thence on Az 268 degrees 05 minutes 00 seconds, 12.00 feet; thence on Az 358 degrees 05 minutes 00 seconds, 61.06 feet; thence on Az 268 degrees 05 minutes 00 seconds, 22.00 feet; thence on Az 178 degrees 05 minutes 00 seconds, 15.00 feet; thence on Az 88 degrees 05 minutes 00 seconds, 14.00 feet; thence on Az 178 degrees 05 minutes 00 seconds, 46.10 feet; thence on Az 268 degrees 05 minutes 00 seconds, 21.96 feet; thence on Az 358 degrees 05 minutes 00 seconds, 35.70 feet; thence on Az 268 degrees 05 minutes 00 seconds, 3.50 feet; thence on Az 178 degrees 05 minutes 00 seconds, 3.65 feet; thence on Az 268 degrees 05 minutes 00 seconds, 12.50 feet to the Point of Beginning, containing 4,016 square feet, more or less.

(Az = Azimuth, measured clockwise from assumed North.)

# PLAT OF SURVEY

No. 2938-B-3

Ordered By John Stumbo

Survey Date April 15, 1979 Party Engler/Dayton Field Notes 2938-F

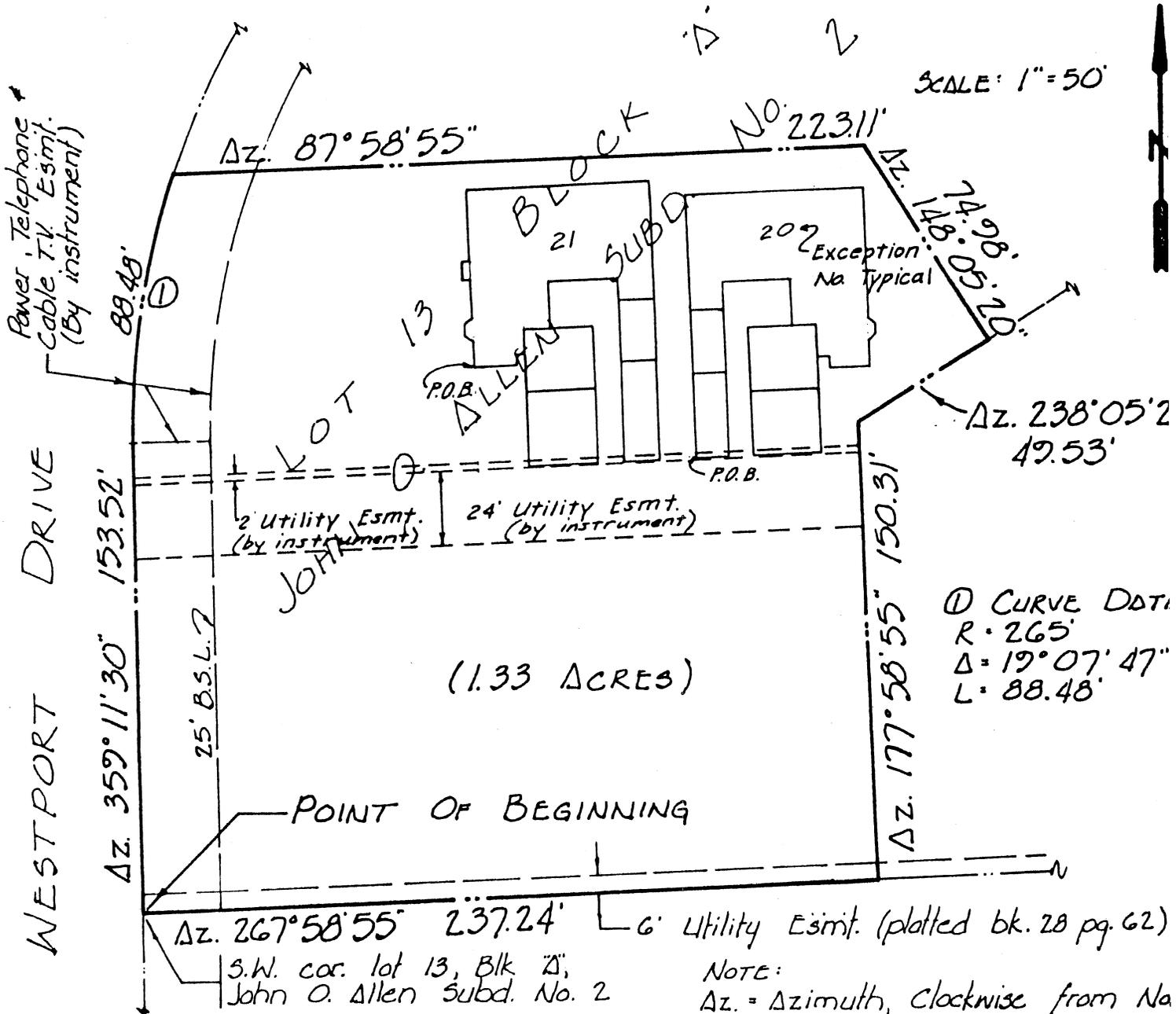
Description: A tract of land located in the northwest quarter of Section 9, Township 12 South, Range 15 East of the 6th P.M., City of Topeka, Shawnee County, Kansas, more particularly described as follows:

BEGINNING at the southwest corner of Lot 13, Block A, John O. Allen Subdivision No. 2, City of Topeka, Shawnee County, Kansas; thence on Az 359 degrees 11 minutes 30 seconds, 153.52 feet along the West line of said lot; thence 88.48 feet northerly along said West line around a curve to the right having a radius of 265.00 feet and a central angle of 19 degrees 07 minutes 47 seconds; thence on Az 87 degrees 58 minutes 55 seconds, 223.11 feet; thence on Az 148 degrees 05 minutes 20 seconds, 74.98 feet; thence on Az 238 degrees 05 minutes 20 seconds, 49.53 feet; thence on Az 177 degrees 58 minutes 55 seconds, 150.31 feet to a point on the South line of said lot; thence on Az 267 degrees 58 minutes 55 seconds, 237.24 feet along said South line to the point of beginning, containing 1.33 acres, more or less.

Less the following exceptions number 20 and 21: (See sheets 2 and 3 of 3)

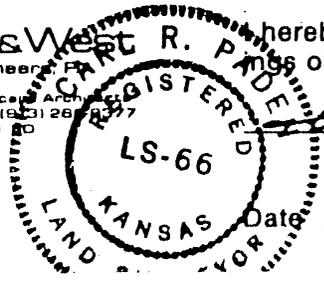
Note: The Surveyor has not performed a title search nor an easement search nor has either been provided to him.

Az. = Azimuth, measured clockwise from assumed North.



Bartlett & West Consulting Engineers, Inc. hereby certify that the above plat is the true finding of a survey of the above described property.

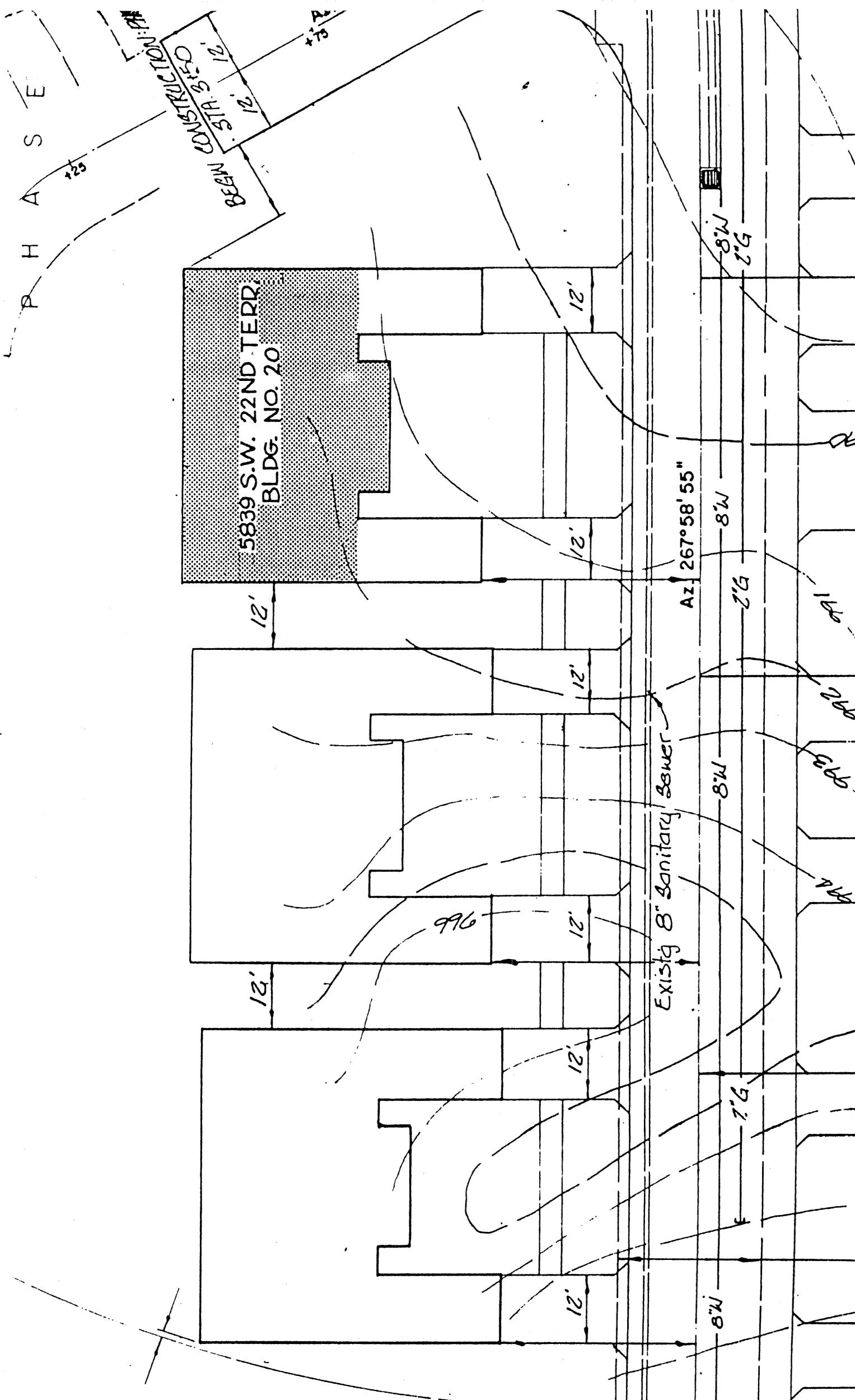
Civil Engineers, Land Planners & Landscape Architects  
310 West 33rd St. Topeka, KS 66611 (913) 283-2377  
BRANCH OFFICE Mitchell, MO



*R. P. Adams*  
Signature of Surveyor

Date May 15 19 79

1/3  
27 PAGE 328  
Exhibit  
E & D



5839 S.W. 22ND TERR.  
BLDG. NO. 20

P H A S E

BEEHIVE CONSTRUCTION

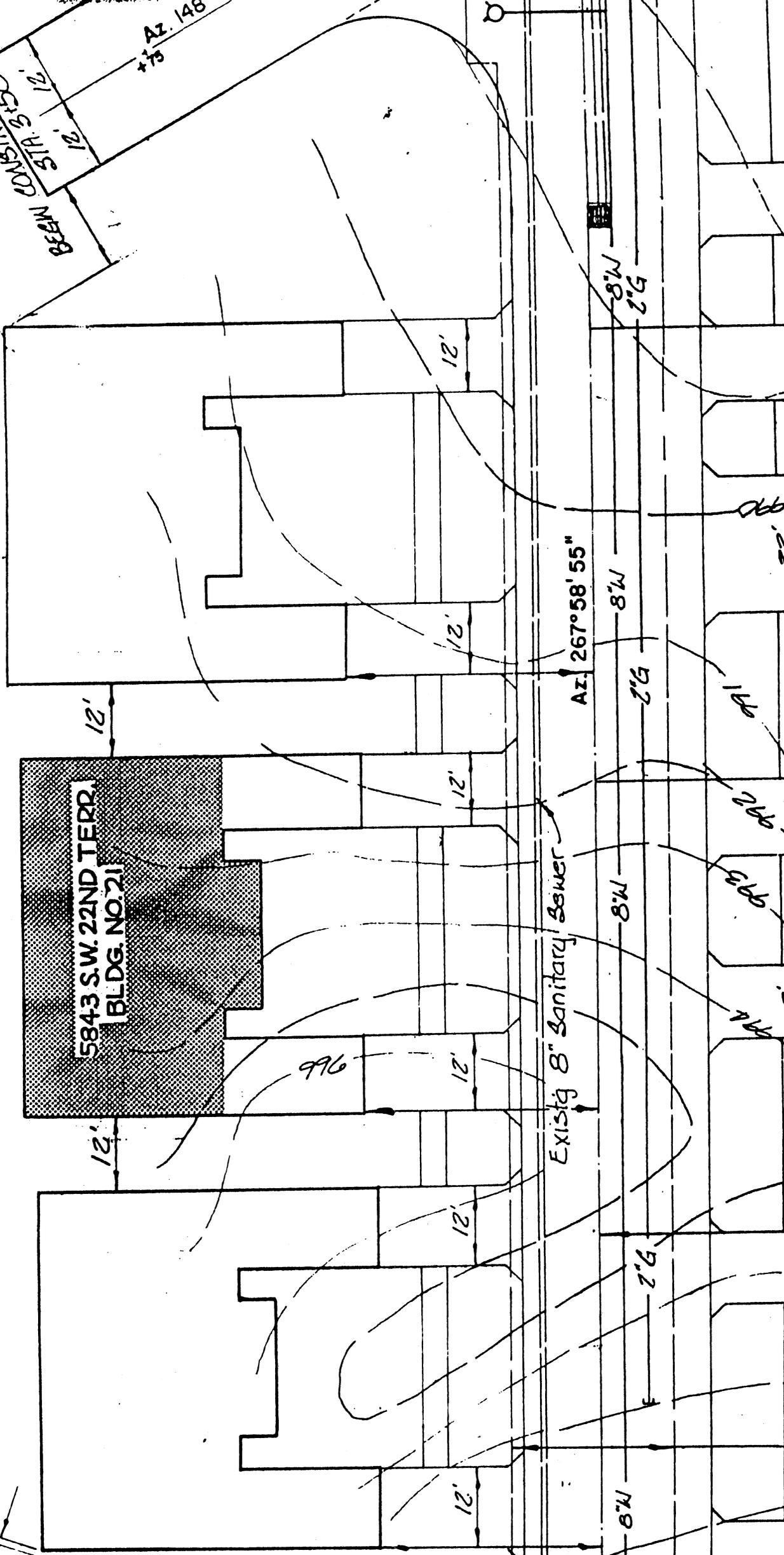
Existing 8" Sanitary Sewer

AZ 267° 58' 55"

Exhibit 2

P H A S E  
+25

BEEN CONSTRUCTION: (PHASE)  
AZ. 148°  
+75



5843 S.W. 22ND TERR.  
BLDG. NO. 21

Existig 8" Sanitary Sewer

AZ. 267° 58' 55"

8" W  
2' G

8" W

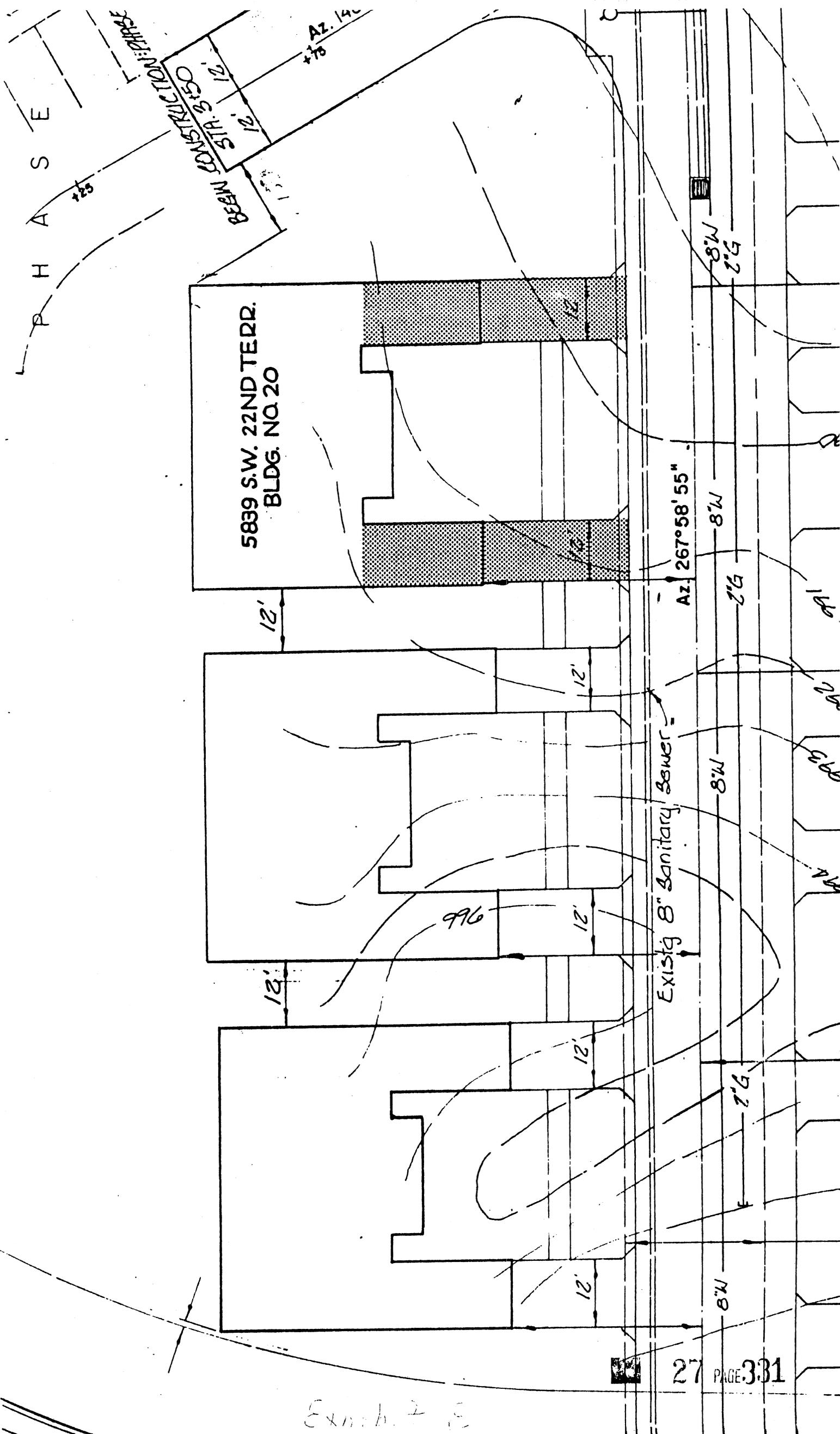
2' G

8" W

2' G

8" W

Exhibit D



P H A S E

BEAM CONSTRUCTION: PHASE  
 STA. 5+12.12

Az. 140  
 +78

5839 S.W. 22ND TERR.  
 BLDG. NO. 20

Az. 267°58'55"

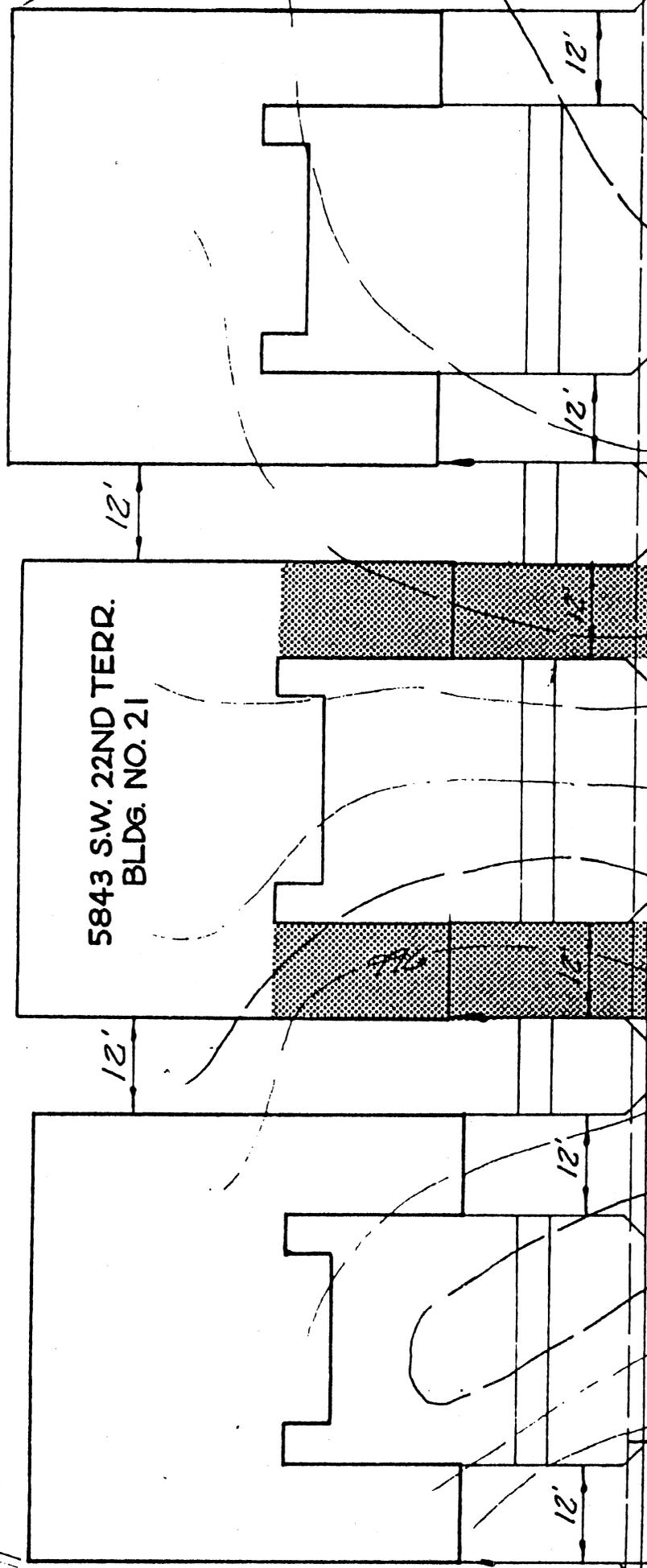
Existig 8" Sanitary Sewer

Exhibit 7 E

P H A S E

23

BEAM CONSTRUCTION  
STA. 3+50



5843 S.W. 22ND TERR.  
BLDG. NO. 21

Existing 8" Sanitary Sewer

AZ. 267°58'55"

8'W  
2'G

8'W  
2'G

8'W  
2'G

8'W  
2'G

8'W  
2'G

Exhibit F

FLOOR PLAN FOR PHEASANT RUN CONDOMINIUMS  
BUILDING 20, 5839 S.W. 22nd TERRACE

STATE OF KANSAS                    )  
  ) SS:  
COUNTY OF SHAWNEE            )

I, CHARLES B. WEST, of lawful age, after being first duly sworn upon my oath state:

1. That I am employed at Bartlett & West Engineers, Inc., with offices located at Topeka, Kansas.

2. That I am a duly licensed and registered engineer pursuant to the laws of the State of Kansas and that I have been duly licensed and registered at all times pertinent hereto.

3. That attached hereto is a set of floor plans of Pheasant Run Condominium Building 20, prepared by Bartlett & West Engineers, Inc., showing the layout, location, apartment numbers, and dimensions of the apartment units, and the number assigned to each apartment to each building, all pursuant to the requirements of K.S.A. 58-3113.

4. That this is to certify that the attached floor plans for Pheasant Run Condominium Building 20, 5839 S.W. 22nd Terrace are accurate copies of portions of the plans of each building as filed with and approved by the Building Inspection Department of the City of Topeka; the Department having jurisdiction over the issuance of building permits for the construction of all of the above described buildings.

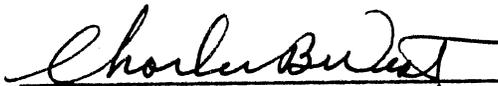
5. The following is a description of the building to be constructed with the required identification and detail pursuant to K.S.A. 58-3113.

Pheasant Run Condominium Building No. 20, located at and known as 5839 S.W. 22nd Terrace. Said building shall be known as 5839 S.W. 22nd Terrace. Said building shall be of wood frame construction with sawtooth and masonite prefinished siding and asphalt shingle roof. Within the building shall be located two bedroom apartment units with basements identified as follows:

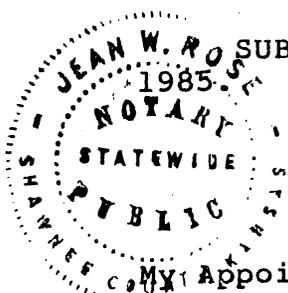
Unit No. 1 ground floor, left side facing building from front

Unit No. 2 ground floor, right side facing building from front

IN WITNESS WHEREOF, I have executed and verified this Certificate pursuant to K.S.A. 58-3113, this 5<sup>th</sup> day of August, 1985.

  
\_\_\_\_\_  
CHARLES B. WEST - Engineer

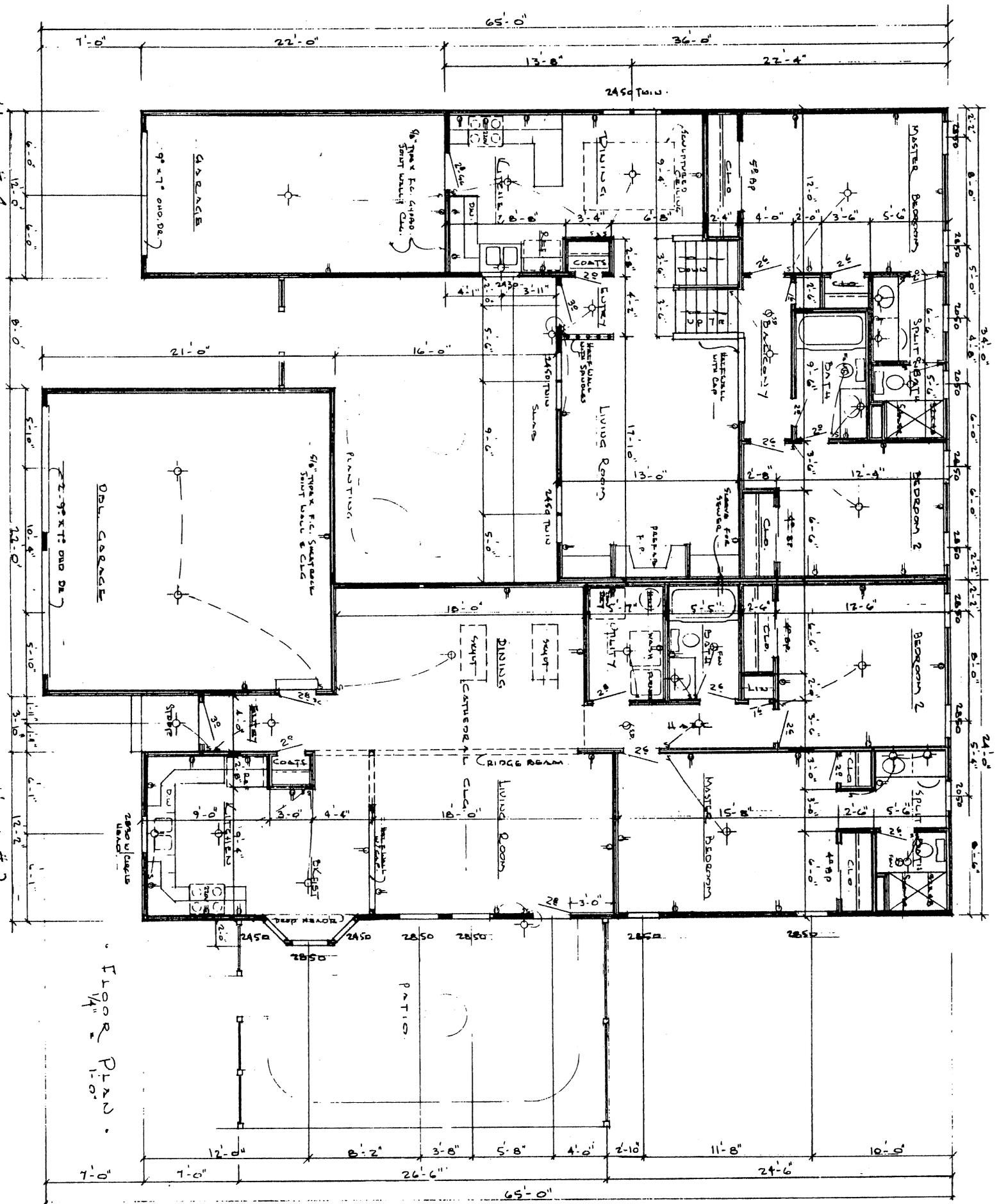
SUBSCRIBED AND SWORN TO before me this 5<sup>th</sup> day of AUGUST,



  
\_\_\_\_\_  
NOTARY PUBLIC JEAN W. ROSE

MY Appointment Expires:  
April 21, 1988

Exhibit G.



FLOOR PLAN  
1/4" = 1'-0"

Exhibit G-1



FLOOR PLAN FOR PHEASANT RUN CONDOMINIUMS  
BUILDING 21, 5843 S.W. 22nd TERRACE

STATE OF KANSAS                    )  
  ) SS:  
COUNTY OF SHAWNEE            )

I, CHARLES B. WEST, of lawful age, after being first duly sworn upon my oath state:

1. That I am employed at Bartlett & West Engineers, Inc., with offices located at Topeka, Kansas.

2. That I am a duly licensed and registered engineer pursuant to the laws of the State of Kansas and that I have been duly licensed and registered at all times pertinent hereto.

3. That attached hereto is a set of floor plans of Pheasant Run Condominium Building 21, prepared by Bartlett & West Engineers, Inc., showing the layout, location, apartment numbers, and dimensions of the apartment units, and the number assigned to each apartment to each building, all pursuant to the requirements of K.S.A. 58-3113.

4. That this is to certify that the attached floor plans for Pheasant Run Condominium Building 21, 5843 S.W. 22nd Terrace are accurate copies of portions of the plans of each building as filed with and approved by the Building Inspection Department of the City of Topeka; the Department having jurisdiction over the issuance of building permits for the construction of all of the above described buildings.

5. The following is a description of the building to be constructed with the required identification and detail pursuant to K.S.A. 58-3113.

Pheasant Run Condominium Building No. 21, located at and known as 5843 S.W. 22nd Terrace. Said building shall be known as 5843 S.W. 22nd Terrace. Said building shall be of wood frame construction with sawtooth and masonite prefinished siding and asphalt shingle roof. Within the building shall be located two bedroom apartment units with basements identified as follows:

Unit No. 1 ground floor, left side facing building from front

Unit No. 2 ground floor, right side facing building from front

IN WITNESS WHEREOF, I have executed and verified this Certificate pursuant to K.S.A. 58-3113, this 5th day of August, 1985.

  
\_\_\_\_\_  
CHARLES B. WEST - Engineer

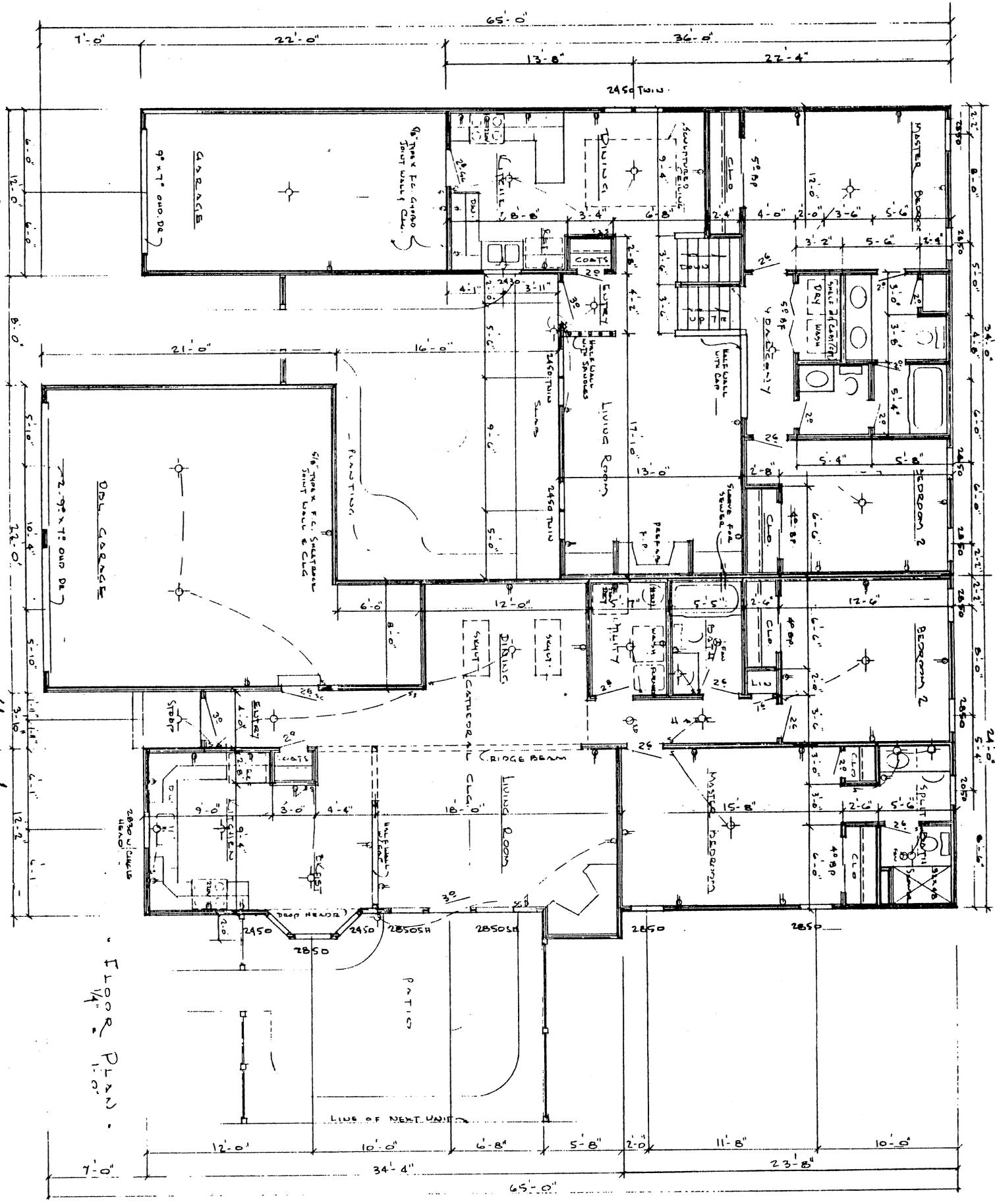
SUBSCRIBED AND SWORN TO before me this 5th day of AUGUST,

  
\_\_\_\_\_  
NOTARY PUBLIC JEAN W. ROSE

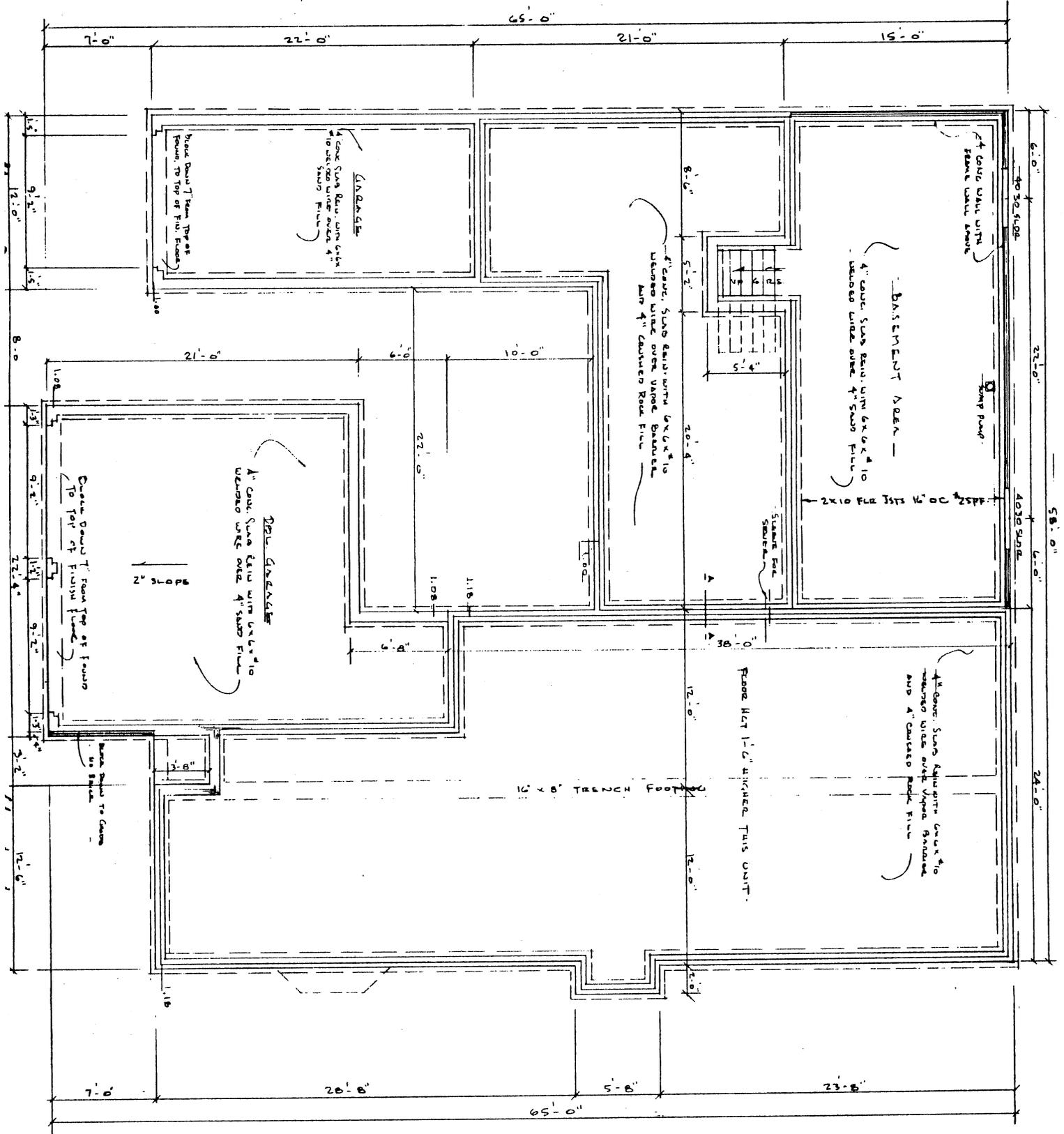
My Appointment Expires:  
APRIL 21, 1988

Exhibit H

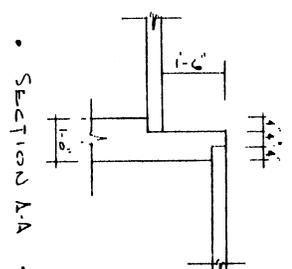




The floor plan of unit one as shown by the drawing to be located on the right as the building is viewed from the front has actually been constructed on the left side as the building is faced from the front. Unit 2 is actually constructed on the right though shown by the drawing to be located on the left.



• CONCRETE FLOOR  
1/4" ON



The floor plan of unit one as shown by the drawing to be located on the right as the building is viewed from the front has actually been constructed on the left side as the building is faced from the front. Unit 2 is actually constructed on the right though shown by the drawing to be located on the left.

**UNANIMOUS CONSENT OF BOARD OF DIRECTORS  
OF PHEASANT RUN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.**

That pursuant to Paragraph 25 of the original Declaration of Condominium of Pheasant Run Buildings 1,2,3,4,5,6 and 7, a Condominium in Topeka, Shawnee County, Kansas, the Declaration as to existing buildings can be amended, changed or modified by an instrument signed by all of the members of the Board of Directors of the Pheasant Run Condominium Homeowners Association, Inc. and by the Developer. That pursuant to Article VII of the Articles of Incorporation of Pheasant Run Condominium Homeowners Association, Inc. the present Directors are: Michael J. Beney, Larry Freeze, John Hoffman, Bruce Clark, Jane Goble, Steve Ballou and Eric Johnson. That those seven directors constitute all of the Directors of the corporation and they have read the above and foregoing Amendment and understand its consequence. Further, they do hereby expressly consent to and ratify this amendment to the Expanded Declaration of Condominium relating to Buildings 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,31,30,29,28,27,26,20 and 21, this 13<sup>th</sup> day of August, 1985.

BOARD OF DIRECTORS OF PHEASANT  
RUN HOMEOWNERS ASSOCIATION, INC.

BY: Michael J. Beney  
MICHAEL J. BENEY

BY: Larry Freeze  
LARRY FREEZE

BY: John Hoffman  
JOHN HOFFMAN

BY: Bruce Clark  
BRUCE CLARK

BY: Jane Goble  
JANE GOBLE

BY: Steve Ballou  
STEVE BALLOU

BY: Eric Johnson  
ERIC JOHNSON